

# NON-EXCLUSIVE AGREEMENT TO REPRESENT BUYERS

***THIS IS A LEGALLY BINDING CONTRACT.  
IF YOU DO NOT UNDERSTAND IT, SEEK LEGAL ADVICE.***

**As a non-exclusive buyer's agent, Broker will assist Buyer under the following terms:**

1. Buyer represents to Broker that Buyer has employed no other broker under an exclusive agreement to represent Buyer to assist in acquiring an interest in property that is within the scope of this Agency Agreement and agrees to protect, defend, indemnify and hold Broker harmless from the claims, liability, and expenses, including reasonable attorney's fees, arising by reason of the claim of any broker in compensation as the result of a transaction that is within the scope of this Agreement.

**2. Description of property desired:**

A. Type of property: \_\_\_\_\_

B. General location: \_\_\_\_\_

C. Price range: \_\_\_\_\_

3. **Broker's Representation and Service.** Broker will use Broker's reasonable efforts as Buyer's agent to locate property as described in Section 2 hereof, and to negotiate acceptance of any offer to purchase or lease such property. Broker shall make submissions to Buyer describing and identifying properties appearing to Broker substantially to meet the criteria set forth in Section 6, for the consideration of Buyer. Such submissions will include:

a) properties listed on the MLS. Yes \_\_\_\_\_ / No \_\_\_\_\_

b) For Sale By Owner properties. Yes \_\_\_\_\_ / No \_\_\_\_\_

c) For Sale By Builder newly constructed/remodeled properties. Yes \_\_\_\_\_ / No \_\_\_\_\_

d) For Sale at Auction properties. Yes \_\_\_\_\_ / No \_\_\_\_\_

e) properties not otherwise actively listed but which might be available for sale. Yes \_\_\_\_\_ /  
No \_\_\_\_\_

4. **Compensation to Broker.** Buyer authorizes Broker to be compensated by commission paid by Seller.

5. **Agency Disclosure.** Broker will represent Buyer as outlined in Article I of the attached Agency Agreement Addendum when showing Buyer another firm's listings. Broker will act, with Buyer's consent, as outlined in Article III when showing Broker's listings to Buyer.

6. **Other Potential Buyers.** Buyer acknowledges and consents that Broker may represent other buyers who may have an interest in presenting purchase agreements on any given property for sale by a seller.

7. **Nondiscrimination.** Buyer and Broker will not participate in any act that unlawfully discriminates on the basis of race, color, creed, religion, sex, disability, familial status, country of national origin or any other category protected under federal, state or local law.

8. **Other provisions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. **This agreement shall begin** \_\_\_\_\_, \_\_\_\_\_ ☐ a.m./ ☐ p.m., and shall continue until the earlier of \_\_\_\_\_, \_\_\_\_\_ ☐ a.m./ ☐ p.m., or completion of the acquisition of the property. However, if a purchase agreement is entered into by Buyers during the

term of this Agreement, the termination thereof shall extend to and include the date of closing under said purchase agreement as to the purchased property only.

**Receipt of a copy of this contract by the buyer has been acknowledged.**

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip

E-mail address: \_\_\_\_\_

Broker/ Firm: \_\_\_\_\_

by Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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**THIS AGREEMENT IS EXTENDED TO:** \_\_\_\_\_

**Receipt of a copy of this contract by the buyer has been acknowledged.**

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Broker/Firm: \_\_\_\_\_

by Agent: \_\_\_\_\_ Date: \_\_\_\_\_

## AGENCY AGREEMENT ADDENDUM

This addendum is attached to and made a part of the \_\_\_ listing agreement \_\_\_ buyer agency agreement dated \_\_\_\_\_, between \_\_\_\_\_ (Brokerage Firm) and \_\_\_\_\_ (Client).

**I. IF THE BROKER REPRESENTS THE \_\_\_SELLER/LANDLORD or \_\_\_BUYER/TENANT:** If a broker enters into an agreement to represent a seller/landlord or buyer/tenant as a client, the broker and all licensees associated with that broker represent the client. An agent/subagent owes the client the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.

**II. IF THE BROKER APPOINTS AN ASSOCIATE LICENSEE TO REPRESENT THE \_\_\_SELLER/LANDLORD or \_\_\_BUYER/TENANT:** If a broker enters into an agreement to represent a seller/landlord or buyer/tenant as a client, the broker appoints \_\_\_\_\_ as the client's appointed agent. For the purposes of this addendum, the client shall have an agency relationship with ONLY the appointed agent, the responsible broker \_\_\_\_\_ and, if applicable, responsible broker's designated broker \_\_\_\_\_.

The responsible broker may appoint other affiliated licensees during the term of the brokerage agreement should the appointed agent not be able to fulfill the terms of the brokerage agreement or as by agreement between the responsible broker and the client. An appointment of another affiliated licensee or an additional affiliated licensee does not relieve the first appointed agent of any duties owed to the client. In an appointed agency relationship, the responsible broker and, if applicable, the responsible broker's designated broker will act in a limited agency capacity.

**III. IF THE BROKER, ASSOCIATE LICENSEE OR APPOINTED AGENT REPRESENTS BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT:** A real estate broker acting directly or through an associate licensee or appointed agent can legally be the agent of both the seller/landlord and the buyer/tenant in a transaction, but only with the knowledge and written consent of both parties. If a buyer/tenant represented by a broker wants to see a property of a seller/landlord being represented by the same broker, the following provisions will govern the actions of the broker.

- A. The broker may not knowingly say anything or do anything which might place one party at a disadvantage, disclose personal confidences of one party or the other party, or any other information a party specifically instructs the broker in writing not to disclose, unless disclosure is required by law.
- B. The broker may not, without the prior express written consent of the owner, disclose to the buyer/tenant that the owner might accept a price less than the listing price, nor shall the broker, without the prior express written consent of the buyer/tenant, disclose to the owner that the buyer/tenant may be willing to pay a higher price, or accept terms less favorable to the buyer/tenant than those indicated in the buyer's/tenant's previous offer.
- C. The broker may not represent the interests of either the owner or buyer/tenant to the detriment of the other party. The broker is obligated to inform each party of all facts the broker knows which would affect the party's decision to permit the broker to represent both the owner and the buyer/tenant.

**CONSENT AGREEMENT:** If the seller/landlord elects to negotiate with a buyer/tenant that is a client of the broker, or a buyer/tenant elects to negotiate with a seller/landlord that is a client of the broker, it is understood that both parties will be required to confirm, in writing, their election to have the broker act as a consensual limited agent.

**AGENT OBLIGATIONS:** Regardless of representation, the broker shall: Disclose all known material facts about the property which could affect the buyer's/tenant's use or enjoyment of the property, disclose information which could have a material impact on either party's ability to fulfill their obligations under the purchase/lease agreement, respond honestly and accurately to questions concerning the property, and deal honestly and fairly with all parties. The duties of the broker in a real estate transaction do not relieve an owner or buyer/tenant from the responsibility to protect their own interests. You should carefully read all documents to assure that they adequately express your understanding of the transaction. If you have questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding further.

Having read and understood this information about agency, I instruct Broker as initialed below:

I agree to an appointed agency relationship as described in section II above. Yes \_\_\_/\_\_\_/\_\_\_ No \_\_\_/\_\_\_/\_\_\_ N/A \_\_\_/\_\_\_  
I agree to a potential limited agency representation as described in section III above. Yes \_\_\_/\_\_\_/\_\_\_ No \_\_\_/\_\_\_/\_\_\_ N/A \_\_\_/\_\_\_/\_\_\_

<input type="checkbox"/> Buyer/Tenant <input type="checkbox"/> Seller/Landlord (date/time) _____	<input type="checkbox"/> Buyer/Tenant <input type="checkbox"/> Seller/Landlord (date/time) _____
by _____	
<input type="checkbox"/> Broker (date/time) _____	<input type="checkbox"/> Agent (date/time) _____